

REQUEST FOR PROPOSALS

FEASIBILITY STUDY FOR THE

**CEB TRANSMISSION GRID AND TRANSFORMER NETWORK MONITORING
SYSTEM PROJECT**

Submission Deadline: 13:30

LOCAL TIME

AUGUST 26, 2009

**Submission Place: Chairman, Tender Committee
Central Electricity Board
Head Office
Royal Road
Curepipe. Mauritius**

Phone: +230 601 1100

Fax: +230 675 7958

**SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE
TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME
AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.**

REQUEST FOR PROPOSALS

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$325,000 to The Central Electricity Board (the "Grantee") in accordance with a grant agreement dated May 14, 2009 (the "Grant Agreement"). This grant will be used to fund a feasibility study (the "Study") on the Central Electricity Board (CEB) Transmission and Transformer Network Monitoring System (the "Project") in Mauritius (the "Host Country"). The Study will assist the CEB, in the implementation of a software monitoring and control system to manage their electricity transmission infrastructure and transformer network as they work to upgrade their infrastructure and make the most of their existing resources.

The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Feasibility Study.

1.1 BACKGROUND SUMMARY

The Central Electricity Board (CEB) is a parastatal body established under the Ministry of Public Utilities (MPU) to carry out the development of electricity generation, transmission, distribution and sale of electricity in Mauritius. CEB produces around 60% of the country's total power requirements, the remaining 40% being purchased from the bagasse - fueled generators of the island's sugar estates. CEB is now seeking independent power producers to help meet the country's growing demand, and are currently placing a strong emphasis on upgrading their transmission infrastructure and transformer network. With an annual production capacity of 2.35 billion kWh, annual consumption of 2.07 billion kWh, and economic growth rate of 5.4%, the Mauritian power grid is already operating at the edge of its capacity and can expect steady growth in demand as the nation's economy continues to grow. Thus, the CEB is seeking more efficient ways to identify weaknesses and power loss in their transmission system as they work to expand the country's generation capacity.

The Grantee is seeking a software-based solution to monitor both the transformer network and its transmission grid. When implemented, this software and sensing platform will offer the Grantee the ability to deploy a smart grid and transformer assets with a unified architecture employing secure monitoring and control devices. This advanced system will integrate with systems within the Grantee's existing control center and become a management control platform assisting the Grantee with improving asset utilization and optimizing the management of the distribution network. Once this Project is implemented, the Grantee will be able to coordinate management of distributed generation, energy storage and demand on a common platform. This system will allow the Grantee a dynamic, real time, and virtual management capability based on the changing conditions of the network.

This system will also allow the Grantee to define modes of operation for the various operating states of the electrical network. These modes are used to adapt the grid's operation to address current conditions, i.e. normal operation, high load operations, and localized outages, as occur

during the area's frequent cyclones. The Grantee is seeking a system that will collect data from the multiple substations around the island, integrated systems components, devices and disparate resources, and continuously monitor the grid's operational state compared to established model parameters.

In addition to making recommendations concerning the implementation of a software monitoring system, the Study shall evaluate the current condition of the transmission network with emphasis on substation transformers. This analysis shall provide a basis for planning equipment replacement and upgrades needed to maintain efficient grid operation and expansion to meet growing demands for access to additional power.

A background Definitional Mission is provided for reference in Annex 2.

1.2 OBJECTIVE

The objective of this feasibility study is to assist the CEB in planning the implementation of a Transmission Grid and Transformer Network Monitoring System. The Terms of Reference (TOR) for this study include the following:

- Task 1: Obtain and Review Relevant Information Related to the Project
- Task 2: Prepare Project Plan of Work and Obtain CEB Agreement
- Task 3: Review with CEB Management and Technical Personnel Critical Components of the Project
- Task 4: Prepare and Conduct Workshop on Monitoring Systems and Platform Architecture
- Task 5: Prepare Conceptual Equipment Design Layouts
- Task 6: Prepare Budgetary Estimate for Project for CEB
- Task 7: Prepare a Cost Benefit Analysis and Financial Feasibility Report for the Project
- Task 8: Prepare a Developmental Impact Assessment
- Task 9: Prepare an Preliminary Environmental Impact Assessment for the Project
- Task 10: Prepare and Submit Draft Final Feasibility Study Report

Task 11: Prepare and Submit Final Feasibility Study Report

The Terms of Reference (TOR) for this Feasibility Study are attached as Annex 5.

1.3 PROPOSALS TO BE SUBMITTED

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US\$325,000. **The USTDA grant of \$US\$325,000 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$325,000 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called "CEB Transmission Grid and Transformer Network Monitoring System Feasibility Study."

2.2 DEFINITIONS

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

2.3 DESK STUDY/DEFINITIONAL MISSION REPORT [INSERT AS APPROPRIATE]

USTDA sponsored a Definitional Mission to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. A copy of the report is attached at Annex 2 for background information only. Please note that the TOR referenced in the report are included in this RFP as Annex 5.

2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Feasibility Study.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Feasibility Study.

2.5 PROJECT FUNDING SOURCE

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$325,000

2.6 RESPONSIBILITY FOR COSTS

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

2.7 TAXES

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

2.8 CONFIDENTIALITY

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

2.9 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

2.10 OFFEROR CERTIFICATIONS

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3.

2.12 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English, and only English.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

The **Cover Letter** in the proposal must be addressed to:

Chairman, Tender Committee
Central Electricity Board
Head Office
Royal Road
Curepipe, Mauritius

Phone: +230 601 1100
Fax: +230 675 7958

An Original and two copies of your proposal must be received at the above address no later than 13:30 local time, on AUGUST 26, 2009.

Proposals may be either sent by mail, overnight courier, or hand-delivered. Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

Upon timely receipt, all proposals become the property of the Grantee.

2.14 PACKAGING

The original and each copy of the proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labeled for content including "original" or "copy number x"; the original and two (2) copies should be collectively wrapped and sealed, and clearly labeled.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly wrapped, sealed and labeled.

2.15 AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

2.16 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for SIXTY (60) days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.17 EXCEPTIONS

Firms agree by their response to the RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

2.18 OFFEROR QUALIFICATIONS

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, feasibility study and/or other services similar to those required in the TOR, as applicable.

2.19 RIGHT TO REJECT PROPOSALS

The Grantee reserves the right to reject any and all proposals.

2.20 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all of the applicable USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

2.21 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received and, in all cases, the Grantee will be the judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP.

2.22 COMPLETE SERVICES

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA.

2.23 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 4.

Section 3: PROPOSAL FORMAT AND CONTENT

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$325,000 which is a fixed amount.

Offerors shall submit one (1) original and two (2) copies of the proposal. Proposals received by fax or email cannot be accepted.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Company Information,
- Organizational Structure, Management Plan, and Key Personnel,
- Technical Approach and Work Plan, and
- Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

3.1 EXECUTIVE SUMMARY

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

3.2 COMPANY INFORMATION

For convenience, the information required in this Section 3.2 may be submitted in the form attached in Annex 6 hereto.

3.2.1 Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer).
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).
7. Project Manager's name, address, telephone number, e-mail address and fax number .

3.2.2 Offeror's Authorized Negotiator

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

3.2.3 Negotiation Prerequisites

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Feasibility Study as proposed and reflect such impact within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

3.2.4 Offeror's Representations

Offeror shall submit a proposal that contains the following representations (or an explanation as to why any representation cannot be made), made as of the date of the proposal:

1. Offeror is a corporation *[insert applicable type of entity if not a corporation]* duly organized, validly existing and in good standing under the laws of the State of _____. The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Feasibility Study. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued by the State of _____.
2. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Feasibility Study. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Feasibility Study.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

3.4 TECHNICAL APPROACH AND WORK PLAN

Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, explain any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Feasibility Study.

3.5 SECTION 5: EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Feasibility Study. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for the Offeror and any subcontractor, including the following information:

Project name,
Name and address of client (indicate if joint venture),
Client contact person (name/ position/ current phone and fax numbers),
Period of Contract,
Description of services provided,
Dollar amount of Contract, and
Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to or larger in scope than the Feasibility Study as described in this RFP.

Section 4: AWARD CRITERIA

Individual proposals will be evaluated by an Independent Evaluation Panel set by the Grantee and the final outcome will be a ranking of qualified offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

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Technical Proposal

35 points

- Technical approach for developing the project (15);
- Technical approach for evaluating and confirmation the markets (10); and
- Technical approach for evaluating supply constraints (10).

Personnel and Management Plan

35 points

- Experience and expertise of the Team Leader proposed for the project and (25);
- Experience and expertise of the Team personnel in fulfilling the various functions of each component of the program (10).

Firm Technical Capability and Past Performance

30 points

- Experience analyzing commercial projects in the power industry (10);
- Experience working with governmental agencies, providing technical assistance and training (10); and
- Demonstrated excellence in developing training materials and conducting training (10).

Proposals that do not include all requested information may be considered non-responsive.

Price will not be a factor in contractor selection.

ANNEX 1

Chairman, Tender Committee; Central Electricity Board; Head Office; Royal Road; Curepipe, Mauritius; Phone +230 601 1100; Fax: +230 675 7958

Mauritius: Feasibility Study on the CEB Transmission Grid and Transformer Network Monitoring System

POC: John Kusnierek, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. CEB Transmission Grid and Transformer Network Monitoring System. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to develop a feasibility study for the CEB Transmission Grid and Transformer Network Monitoring System Project.

The Central Electricity Board (CEB) is a parastatal body established under the Ministry of Public Utilities (MPU) to carry out the development of electricity generation, transmission, distribution and sale of electricity in Mauritius. CEB produces around 60% of the country's total power requirements, the remaining 40% being purchased from the bagasse - fueled generators of the island's sugar estates. CEB is now seeking independent power producers to help meet the country's growing demand, and are currently placing a strong emphasis on upgrading their transmission infrastructure and transformer network. With an annual production capacity of 2.35 billion kWh, annual consumption of 2.07 billion kWh, and economic growth rate of 5.4%, the Mauritian power grid is already operating at the edge of its capacity and can expect steady growth in demand as the nation's economy continues to grow. Thus, the CEB is seeking more efficient ways to identify weaknesses and power loss in their transmission system as they work to expand the country's generation capacity.

This system will also allow the Grantee to define modes of operation for the various operating states of the electrical network. These modes are used to adapt the grid's operation to address current conditions, i.e. normal operation, high load operations, and localized outages, as occur during the area's frequent cyclones. The Grantee is seeking a system that will collect data from the multiple substations around the island, integrated systems components, devices and disparate resources, and continuously monitor the grid's operational state compared to established model parameters.

In addition to making recommendations concerning the implementation of a software monitoring system, the Study shall evaluate the current condition of the transmission network with emphasis on substation transformers. This analysis shall provide a basis for planning equipment replacement and upgrades needed to maintain efficient grid operation and expansion to meet growing demands for access to additional power.

The U.S. firm selected will be paid in U.S. dollars from a \$ 325,000 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and a background definitional mission/desk study report are

available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to: <https://www.ustda.gov/USTDA/FedBizOpps/RFP/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 13:30 local time, August 26, 2009 at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

ANNEX 2

DEFINITIONAL MISSION REPORT

Mauritius Central Electricity Power (CEB) Lines and Transformer Feasibility Study

C.1 Project Description— CEB Transmission Line and Transformer Feasibility Study

Mauritius produced 2.35 B kWh (2006) and consumes 2.068 B kWh of electricity annually. The power is primarily produced with high cost oil fired generation supplemented with co-generation and a small amount of hydropower. Mauritius has an increasing demand as tourism continues to show strong growth within an economy that has a 5.4% rate of growth (2007 est.). This economic growth is creating an increasing demand for power on an aging system with inadequate reserves that lacks current system monitoring and controls to manage transmission, generation, and the ability to identify core equipment weaknesses and losses of energy within the system. This island is also subject to occasional severe weather with the most frequent damage occurring from cyclones during that weather cycle each year.

Mauritius has a government owned single source provider of power that is the CEB. CEB management recognizes the need to install system monitoring and management software and monitoring devices for key equipment including primary substation transformers. Mauritius CEB recognizes the need to begin an orderly replacement of critical equipment within the system that with somewhat limited resources will take several years to complete. CEB is also seeking IPPs to provide alternative additional sources of energy to meet growing demand. The GOM has also recently implemented a consumer home based solar and wind energy program that will reduce pressure on the residential power demand and will even result in the transfer of power into the grid during periods of excess power production from these sources.

The CEB is seeking a software-based solution to monitoring both the substation transformer network and the transmission grid. This software and sensing platform will allow the CEB to deploy a smart grid and transformer assets with a unified architecture employing secure monitoring and control devices. This should integrate with systems within the enterprise. The system would become a management control platform providing the CEB with the capability to improve asset utilization and optimize the management of the distribution network. CEB will be able to coordinate management of distributed generation, renewables, energy storage and demand on a common platform. This system would allow the CEB to employ a dynamic, real time and virtual management based on the changing conditions of the Mauritius network.

Importantly, this would allow the CEB to define modes of operation for the various operating states of the electrical network. These operating states address the condition of the grid, normal conditions, high load operations, and localized outages as happened during recent adverse weather including cyclones. The CEB is asking for a system to use data collected from the multiple substations around the island, integrated systems components,

devices and disparate resources, to continually estimate how the operational state compares to established model parameters.

CEB is seeking to monitor their transformer system, which has numerous assets over 20 years old. They require advanced system on-line monitoring to provide key asset data. Transformers are some of the costliest assets in the grid and a monitoring system will increase performance and improve critical generation and distribution system performance. Mauritius requires a comprehensive on-line system to optimize solutions to immediate problems. This will help CEB avoid dangerous and costly failures while maintaining and extending life of all of their assets. This program will permit more efficient planning and ordering of replacement equipment, upgrading of existing equipment, and purchase of new equipment to handle growth in the transmission and distribution network.

To accomplish these objectives the CEB requires a feasibility study to identify and evaluate the most cost effective system monitoring devices, software and electronic equipment needed to implement this plan. It will also facilitate development of a plan to identify and begin an orderly replacement of aging equipment before failures result in significant power failures for their customers. CEB wants to pursue this project beginning in early 2009.

C.2 Developmental Impact and Primary Developmental Benefits

The transmission grid in Mauritius is an aging system that needs significant refurbishing and upgrading to keep pace with growing demands for energy for the growing economy of the country. The country relies heavily on expensive fossil fuels to generate electricity supplemented by some cogeneration and one small hydropower source on the island. The GOM is seeking to develop alternative energy IPPs and is supporting a program to encourage residential solar and wind alternative energy installations to reduce pressure on existing generating capacity and the grid. The transmission grid and substations lack monitoring devices and the power management systems to provide efficient distribution of power, reduce line losses of power, manage restoration of services and prevent power losses during periods of peak demand or emergencies. The system needs to evaluate critical equipment needs for refurbishing, providing equipment to replace critical components such as substation transformers and upgrading of the grid to meet growing power demand. This project will provide the information and assessments needed to move these projects forward.

- **Infrastructure and Technology Transfer**

This project will lead to the upgrading and modernization of an aging transmission system in Mauritius. It will provide new "state of the art" monitoring devices, software and hardware that will significantly enhance to power management of the system and provide early detection of equipment failures that will reduce the number of incidents of brown outs or black outs. The U.S. is the world leader in this type of technology and this project will result in important improvements in the transmission grid and its operations.

- **Human Capacity and Resource Development**

The project provides for the training and development of management and staff of the CEB to improve the management and operation of the entire power system using advanced technology in Mauritius. It will lead to producing new jobs as the power system expands to meet the growing energy demands for the country's continuing economic growth. It will also facilitate the development of alternative energy sources and to integrate those new sources of power into the transmission grid.

- **Other – Economic Growth**

The lack of adequate power generation and a modern efficient transmission is a major restraint to Mauritius being able to sustain its strong economic growth. Implementation of this project will have a significant positive impact supporting continued strong economic growth for the island. It will also encourage the increased development and use of environmentally friendly alternative energy sources and reduce the need to rely heavily on the use high cost fossil fuel sources to generate power.

C.3 Alternatives

The government owned CEB provides single source generation, transmission and distribution services for Mauritius. The technical staff is generally well qualified and has maintained sound operations in the face of aging equipment and inadequate funds to complete necessary maintenance on the system. CEB does not have technicians qualified to determine the cost effectiveness of equipment and line monitors and load management systems. The CEB believes that these steps are essential to providing for the expected system growth and the orderly replacement of existing equipment necessary for assuring quality power service for Mauritius. Should this project not move forward the most likely alternative for the work required will be French firms active in this field. While Mauritius is a relatively small power market there is an opportunity to generate power equipment sales for U.S. firms based on the development of standards that provide a level playing field for the hardware, software, and equipment that will be required for this project to meet its objectives.

C.4 Project Sponsor's Commitment

The CEB senior executives are strongly committed to the development of a system load management project, monitored of its primary transformers, transmission line monitoring and the orderly replacement of primary large transformers and other equipment before their failure in order to maintain a quality power system and to attract private sector investors to develop new alternative energy power systems and enter into single buyer contracts to sell additional power capacity to CEB. The CEB as a government entity would be the recipient of the USTDA grant for this project.

C.5 Implementation Financing

Mauritius has a strong financial system capable of providing the funding for the implementation of this project. Mauritian banks have strong financial relationships with international commercial banks, investment and merchant banks, investment funds, and trade financing facilities of equipment manufacturers and commodity trading houses. In addition the sale of U.S. equipment would qualify for U.S. Ex-Im Bank financing. The U.S. Ex-Im Bank is open for all term financing and products that the bank offers to the public and private sectors. Mauritius has ample financing available for this project.

C.6 U.S. Export Potential

The U.S. is a leading global developer of software systems and sensing devices provided for the global electric utility industry. The systems offer round the clock access to all of the transformer and grid monitoring data from any Internet-connected computer running the service software. This enables the utility to have a state of the art system that can be utilized by authorized personnel to download data from secure servers for trending, diagnostics, and management of data.

U.S. software providers for both transformer and grid testing enable live-power factor testing with no down time and without the drawbacks of associated off-line factor testing. They are well known globally for this capacity. American systems provide utilities and industrial users with a low-cost, low maintenance method for testing systems with a continuous on-line monitoring approach.

U.S. firms are very competitive in the collection and consolidation of data from disparate energy systems, such as distributed generation, energy storage, and renewable energy. This information and knowledge enables remote energy systems to be managed by the centralized operations and service organization of the Mauritius CEB. A preliminary estimate of U.S. procurement opportunities from this project would be in the range of \$20 to \$25 million. This includes equipment and technical services, systems analysis, engineering analysis, environmental services, and other related activities. Very few foreign firms can offer on-line gas chromatography (GC) to detect trace levels of transformer fault gases and thus achieve the highest levels of reliable and safe operation of the equipment. The grid monitoring systems are fully integrated, including advanced network management dispatch and control, power network applications, load forecasting and unit evaluation. The U.S. systems provide real time grid intelligence by using aerospace type sensors that continuously monitor key circuit parameters and transmit them over an Internet enterprise system. The overall project value is estimated at between \$25 to \$30 million.

Due to the various cyclones and hurricanes Mauritius can have immediate Outage Notifications that assist in enabling restoration. Restoration can be tracked as systems and crews feed critical information to the central control system monitoring the operation.

C.7 Foreign Competition

Mauritius is formerly associated with France and Great Britain, with both countries active in this market. The French Embassy's commercial section is active in promoting trade missions and hosting various exhibits for French electrical firms. European companies, mainly from France (Alstom), Switzerland (ABB), Germany (Siemens) and Great Britain are equally active. French firms that have operated for years in Francophile Africa are also aggressive. South Africa and India have a history of selling power equipment in the region and may take part in any procurement tender in the future. However, U.S. electrical equipment is well respected and is sought after for its competitive pricing and sound engineering.

C.8 Impact on the Environment

This project will have a positive impact on the environment for Mauritius. The GOM is pursuing new sources of power using alternative energy sources with a strong emphasis on solar and wind sources on both a large scale (commercial wind farms) and small residential solar and wind devices with the sale of excess power generated back into the grid. The project will provide more efficient power distribution and reduced transmission and distribution power losses all of which have an overall positive environment impact for the country.

C.9 Impact on U.S. Labor

There will be no negative impact of U.S. labor resulting from this project. There may be a limited number of manufacturing and technical positions created in the power sector to produce and provide Mauritius with all required equipment, software, and hardware to complete the project as envisioned.

C.10 Justification

The TPG team is proposing a feasibility study with the CEB as the grantee to determine the required refurbishing work on the grid and power control system, installation of monitoring devices and system software, and grid improvements to meet the power requirements of the country. The project will also provide a cost analysis and a financial feasibility assessment for the project.

Implementation of the project would provide the following business opportunities for interested U.S. firms. U.S. firms are very competitive in these fields. The project has the following benefits:

- The estimated value of transformer and grid equipment, software services and technical services is estimated at \$20-\$25 million out of a total project valued estimated at \$25 to \$30 million.
- The project will create job opportunities in the power sector in Mauritius.

- Successful initial sales of U.S. equipment will provide a strong opportunity for follow on sales for the U.S. firms of equipment and services in support of the refurbished and expanded network by CEB in a small but growing market.
- CEB will need to utilize training and education from the U.S. suppliers thus the program will expand into other areas fostering additional business opportunities.

C.11. Qualifications

The feasibility study should be conducted through a U.S. consulting firm familiar with the management and control of power systems and the technical knowledge of the associated software and hardware equipment, and the equipment and operation of a small national transmission system. The firm should have demonstrated experience in the international field of power system management, operation, and system development and construction.

U.S. companies bidding on this Transformer and Power Grid project will need to demonstrate the following capabilities and experience:

- Demonstrated experience designing, fabricating, servicing and adopting software for monitoring of power generation specific applications of transformers and electrical grid systems;
- Demonstrated experience in maintenance, repair, and overhauling of software, systems, and equipment used for virtual monitoring systems;
- Demonstrated experience with rural electrification and grid transmission and power generation projects in the international milieu preferably Francophone Africa;
- Demonstrated experience conducting technical assistance, training and educating utility employees at all levels; and
- Demonstrated experience advising government agencies, utilities and major power customers in developing countries on power project applications.

ANNEX 3



**U.S. TRADE AND DEVELOPMENT AGENCY
Arlington, VA 22209-2131**

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS

The purpose of USTDA's nationality, source, and origin requirements is to assure the maximum practicable participation of American contractors, technology, equipment and materials in the prefeasibility, feasibility, and implementation stages of a project.

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

Except as USTDA may otherwise agree, each of the following provisions shall apply to the delivery of goods and services funded by USTDA under this Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from host country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for implementation of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in host country are not subject to the above restrictions. USTDA will make available further details concerning these standards of eligibility upon request.

NATIONALITY:

1) Rule

Except as USTDA may otherwise agree, the Contractor for USTDA funded activities must be either a U.S. firm or a U.S. individual. Prime contractors may utilize U.S.

subcontractors without limitation, but the use of host country subcontractors is limited to 20% of the USTDA grant amount.

2) Application

Accordingly, only a U.S. firm or U.S. individual may submit proposals on USTDA funded activities. Although those proposals may include subcontracting arrangements with host country firms or individuals for up to 20% of the USTDA grant amount, they may not include subcontracts with third country entities. U.S. firms submitting proposals must ensure that the professional services funded by the USTDA grant, to the extent not subcontracted to host country entities, are supplied by employees of the firm or employees of U.S. subcontractor firms who are U.S. individuals.

Interested U.S. firms and consultants who submit proposals must meet USTDA nationality requirements as of the due date for the submission of proposals and, if selected, must continue to meet such requirements throughout the duration of the USTDA-financed activity. These nationality provisions apply to whatever portion of the Terms of Reference is funded with the USTDA grant.

3) Definitions

A "U.S. individual" is (a) a U.S. citizen, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the U.S. (a green card holder).

A "U.S. firm" is a privately owned firm which is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. individuals, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership, organized in the U.S. with its principal place of business in the U.S., may also qualify as a "U.S. firm" as would a joint venture organized or incorporated in the United States consisting entirely of U.S. firms and/or U.S. individuals.

A nonprofit organization, such as an educational institution, foundation, or association may also qualify as a "U.S. firm" if it is incorporated in the United States and managed by a governing body, a majority of whose members are U.S. individuals.

SOURCE AND ORIGIN:

1) Rule

In addition to the nationality requirement stated above, any goods (e.g., equipment and materials) and services related to their shipment (e.g., international transportation and insurance) funded under the USTDA Grant Agreement must have their source and origin in the United States, unless USTDA otherwise agrees. However, necessary purchases of goods and project support services which are unavailable from a U.S. source (e.g., local food, housing and transportation) are eligible without specific USTDA approval.

2) Application

Accordingly, the prime contractor must be able to demonstrate that all goods and services purchased in the host country to carry out the Terms of Reference for a USTDA Grant Agreement that were not of U.S. source and origin were unavailable in the United States.

3) Definitions

“Source” means the country from which shipment is made.

“Origin” means the place of production, through manufacturing, assembly or otherwise.

Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.

ANNEX 4

GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and the Government of the Republic of Mauritius, acting through the Central Electricity Board ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US\$325,000 ("USTDA Grant") to fund the cost of goods and services required for a feasibility study ("Study") on the proposed CEB Transmission Grid and Transformer Network Monitoring System Project ("Project") in Mauritius ("Host Country").

1. USTDA Funding

The funding to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee ("Contractor") under which the Contractor will perform the Study ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

2. Terms of Reference

The Terms of Reference for the Study ("Terms of Reference") are attached as Annex I and are hereby made a part of this Grant Agreement. The Study will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the Study shall also be included in the Contract.

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials, and commercial entities, in their respective countries. The parties to this Grant Agreement and the Contractor shall observe these standards, which include not accepting payment of money or anything of value, directly or indirectly, from any person for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the Study.

4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.

5. USTDA as Financier

(A) USTDA Approval of Competitive Selection Procedures

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the procurement published online through *Federal Business Opportunities* (www.fedbizopps.gov). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

(B) USTDA Approval of Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 17 below upon selection of the Contractor to perform the Study. Upon approval of this selection by USTDA, the Grantee and the Contractor shall then enter into a contract for performance of the Study. The Grantee shall also notify in writing the U.S. firms that submitted unsuccessful proposals to perform the Study that they were not selected.

(C) USTDA Approval of Contract Between Grantee and Contractor

The Grantee and the Contractor shall enter into a contract for performance of the Study. This contract, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing. To expedite this approval, the Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 17 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract.

(D) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

(E) Grant Agreement Controlling

Regardless of USTDA approval, the rights and obligations of any party to the contract or subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and any contract or subcontract funded by the Grant Agreement, the Grant Agreement shall be controlling.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of Grant funds directly to the Contractor only after USTDA approves the Grantee's contract with the Contractor.

B) Contractor Invoice Requirements

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the Study by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

7. Effective Date

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature.

8. Study Schedule

(A) Study Completion Date

The completion date for the Study, which is January 1, 2011, is the date by which the parties estimate that the Study will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

9. USTDA Mandatory Clauses

All contracts funded under this Grant Agreement shall include the USTDA mandatory clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA mandatory clauses, except for clauses B(1), G, H, I, and J.

10. Use of U.S. Carriers

(A) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(B) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

11. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount

and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

12. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

13. Cooperation Between Parties and Follow-Up

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (as defined in Clause I of Annex II), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project.

14. Implementation Letters

To assist the Grantee in the implementation of the Study, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by the Grant Agreement. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by the Grant Agreement.

15. Recordkeeping and Audit

The Grantee agrees to maintain books, records, and other documents relating to the Study and the Grant Agreement adequate to demonstrate implementation of its responsibilities under the Grant Agreement, including the selection of contractors, receipt and approval of contract deliverables, and approval or disapproval of contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the Study and the Grant Agreement.

16. Representation of Parties

For all purposes relevant to the Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by the Principal Engineer of the Central Electricity Board. The parties hereto may, by written notice, designate additional representatives for all purposes under the Grant Agreement.

17. Addresses of Record for Parties

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through a wire or electronic medium which produces a tangible record of the transmission, such as a telegram, cable or facsimile, and will be deemed duly given or sent when delivered to such party at the following:

To: Chavan Dabcedin
General Manager
Central Electricity Board
PO Box 40
Royal Road
Curepipe, Mauritius

Phone: +230 601 1100
Fax: +230 675 7958
E-mail: chavan.dabcedin@ceb.intnet.mu

To: U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Economic/Commercial Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 119/101001
Activity No.: 2009-11012A
Reservation No.: 2009110013
Grant No.: GH2009110003

18. Termination Clause

Either party may terminate the Grant Agreement by giving the other party thirty (30) days advance written notice. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the Study, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the written notice of termination.

19. Non-waiver of Rights and Remedies

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

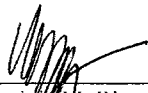
20. U.S. Technology and Equipment

By funding this Study, USTDA seeks to promote the project objectives of the Host Country through the use of U.S. technology, goods, and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

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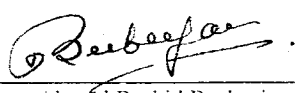
IN WITNESS WHEREOF, the Government of the United States of America and the Government of the Republic of Mauritius, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the
United States of America

By: 
Virginia M. Blaser
Chargé d'Affaires
U.S. Embassy Port Louis

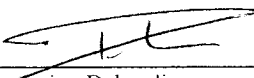
Date: May 14, 2009

For the Government of the
Republic of Mauritius

By: 
Dr. The Hon. Ahmed Rashid Beebecjaun
G.C.S.K., Deputy Prime Minister and
Minister of Renewable Energy and
Public Utilities

Date: May 14, 2009

Witnessed:

By: 
Chavansing Dabcedin
General Manager
Central Electricity Board

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

Annex I

Terms of Reference

Background:

The Central Electricity Board (CEB) is a parastatal body established under the Ministry of Public Utilities (MPU) to carry out the development of electricity generation, transmission, distribution and sale of electricity in Mauritius. CEB produces around 60% of the country's total power requirements, the remaining 40% being purchased from the bagasse - fueled generators of the island's sugar estates. CEB is now seeking independent power producers to help meet the country's growing demand, and are currently placing a strong emphasis on upgrading their transmission infrastructure and transformer network. With an annual production capacity of 2.35 billion kWh, annual consumption of 2.07 billion kWh, and economic growth rate of 5.4%, the Mauritian power grid is already operating at the edge of its capacity and can expect steady growth in demand as the nation's economy continues to grow. Thus, the CEB is seeking more efficient ways to identify weaknesses and power loss in their transmission system as they work to expand the country's generation capacity.

This system will also allow the Grantee to define modes of operation for the various operating states of the electrical network. These modes are used to adapt the grid's operation to address current conditions, i.e. normal operation, high load operations, and localized outages, as occur during the area's frequent cyclones. The Grantee is seeking a system that will collect data from the multiple substations around the island, integrate systems components, devices and disparate resources, and continuously monitor the grid's operational state compared to established model parameters.

In addition to making recommendations concerning the implementation of a software monitoring system, the Study shall evaluate the current condition of the transmission network with emphasis on substation transformers. This analysis shall provide a basis for planning equipment replacement and upgrades needed to maintain efficient grid operation and expansion to meet growing demands for access to additional power.

Task 1: Obtain and Review Relevant Information Related to the Project

The Contractor shall obtain from the Grantee and review available information and relevant studies of the current electricity distribution system structure, operation, management and operating guidelines, and relevant information concerning the types and state of equipment used in the transmission grid before commencing travel to Mauritius.

Task 1 Deliverable: The Contractor's deliverable shall be a report of any initial observations, findings and recommendations based on the materials reviewed in Task 1. The Task 1 Deliverable shall be included in the Final Report.

Task 2: Prepare Study Plan of Work and Obtain Grantee Agreement

The Contractor shall prepare a Plan of Work for the Study and present it to the Grantee's senior management. The Contractor and the Grantee shall develop a consensus and agreement on the Plan of Work for the Study.

Task 2 Deliverable: The Contractor's deliverable shall be a Plan of Work agreed upon with the Grantee. The Task 2 Deliverable shall be included in the Final Report.

Task 3: Review with the Grantee's Management and Technical Personnel Critical Components of the Project

The Contractor shall meet with the Grantee's management and technical personnel to review and evaluate the current status and needs of the power system and complete a field review of selected substations identified by the Grantee's technical staff, as well as grid lines and the Grantee's operations center. The Contractor shall evaluate:

- The current software monitoring and control system with an emphasis on the system's ability to report data and control fluctuations;
- The cost effectiveness of current power generation sources;
- The cost effectiveness of the current transmission and distribution system;
- The current method for detecting illegal electricity use;
- The current system for monitoring electricity demand and peak loads;
- The current risk management system;
- The current communications system and cost effectiveness of upgrading the communications system with fiber optic cables;
- The need for two way meters for assisting demand management; and
- The current configuration and condition of the grid and grid substations equipment.

The Contractor, in reviewing and evaluating each of these needs and components, shall provide the Grantee a written report that provides an assessment of the current operational status and deficiencies, if any, and provide recommendations of modifications and improvements to bring the component up to current industry "state of the art" standards. The Contractor shall also provide an estimate of the equipment required and its cost to achieve optimum operation and a cost benefit analysis of the impact of any proposed revisions for each of the components. The Contractor shall incorporate, where appropriate, different options and phased implementation schedules to facilitate their implementation on a cost effective basis.

Task 3 Deliverable: The Contractor shall provide a written report on the findings of the discussions and field review conducted in Task 3. The Task 3 Deliverable shall be included in the Final Report.

Task 4: Prepare and Conduct Workshop on Monitoring Systems and Platform Architecture

The Contractor shall host a half-day workshop with the Grantee's technical staff and other stakeholders invited by the Grantee to:

- (a) Review the findings from the Task 3 discussions and field review, including the Contractor's evaluation of the Grantee's needs;
- (b) Recommend one or more alternatives for the equipment and sensing systems being proposed or adapted;
- (c) Propose a general software configuration and architecture platform; and
- (d) Obtain the Grantee's agreement with the proposed design concept.

Task 4 Deliverable: The Contractor shall prepare Workshop materials to present to the Grantee, and record the outcome of the Workshop including the agreement reached with the Grantee concerning the proposed design concept. The Task 4 Deliverable shall be included in the Final Report.

Task 5: Prepare Conceptual Equipment Design Layouts

Taking into account comments received from the Grantee and other stakeholders during the Task 4 Workshop, the Contractor shall prepare conceptual equipment design layouts and configurations for the Grantee's monitoring equipment and sensing systems. The Contractor's design shall show the general layout of monitoring equipment and sensing systems. The Contractor shall develop several configuration options and explain the advantages and limitations of each option. The Contractor shall identify the availability of prospective U.S. sources of supply and include the business name, point of contact, address, e-mail, telephone and fax numbers for each commercial source.

Task 5 Deliverable: The Contractor shall prepare Conceptual Equipment Design Layouts, including all proposed configuration options and accompanying explanations, and deliver them to the Grantee. The Task 5 deliverable shall be included in the Final Report.

Task 6: Prepare Budgetary Estimate for the Project

The Contractor shall prepare a budgetary estimate for the needed equipment, civil works and related construction costs identified in previous Tasks. The Contractor shall also provide cost estimates for the Conceptual Equipment Design Layouts presented in Task 5, including integration costs of a wireless mesh network to a central station.

Task 6 Deliverable: The Contractor shall prepare a Project Budgetary Estimate for the Grantee. The Task 6 Deliverable shall be included in the Final Report.

Task 7: Prepare a Cost Benefit Analysis and Financial Feasibility Report for the Project

The Contractor shall prepare a cost benefit analysis and financial feasibility study report for the Grantee based on the Project Budgetary Estimate produced in Task 6. This report shall determine the overall start up and operating costs for the new systems and provide an analysis of the cost savings to be realized by the systems' installation and use, the payback time for the new systems, and identify and discuss financing options for the Project. The Contractor shall review and discuss the report with the Grantee's management.

Task 7 Deliverable: The Contractor shall prepare a complete final cost analysis and financial feasibility report and provide it to the Grantee's management. The Task 7 Deliverable shall be included in the Final Report.

Task 8: Prepare a Developmental Impact Assessment

The Contractor shall report on the potential economic development outcomes for the monitoring systems for the transformers and grid architecture. The Contractor shall also include additional developmental costs and benefits of the Project, including spin-off and demonstration effects. The analysis of potential benefits of the Project shall be as concrete and detailed as possible. The Developmental Impact Assessment is intended to provide the Project's decision-makers and interested parties with a broader view of the Project's effects on the Mauritian economy. The Contractor shall provide estimates of the Project's potential costs and benefits in the following areas:

- *Infrastructure*: a statement on the impact the Project would have on infrastructure for the Grantee.
- *Market-Oriented Reform*: a description of any regulation, laws, or institutional changes that are recommended and the effect they would have if the monitoring system is implemented.

- *Human Capacity Building*: a description of the number and type of positions that would be needed to construct and operate the proposed Project as well as the number of people who would need to receive training and a brief description of a relevant training program.
- *Technology Transfer and Productivity Enhancement*: a description of any advanced technologies that would be implemented and/or efficiency gained as a result of the Project.
- *Other Developmental Benefits*: any other developmental benefits to the Project, including any spin-off or demonstration effects.

Task 8 Deliverable: The Contractor shall prepare a Developmental Impact Assessment. The Task 8 Deliverable shall be included in the Final Report.

Task 9: Prepare an Preliminary Environmental Impact Assessment for the Project

The Contractor shall prepare a Preliminary Environment Impact Assessment of the Project. This Assessment shall address the potential environmental impacts of the installed monitoring and sensing systems as well as suggest potential mitigation procedures for any negative impacts. The Contractor shall consider factors such as reducing transmission power losses, the effect of more efficient operations on power generation requirements, and the reduction of risks resulting from large-scale equipment failures with an emphasis on substation equipment failures.

Task 9 Deliverable: The Contractor shall prepare a Preliminary Environmental Impact Assessment for Project. The Task 9 Deliverable shall be included in the Final Report.

Task 10: Prepare and Submit Draft Final Feasibility Study Report

The Contractor shall prepare and submit to the Grantee and the Ministry of Public Utilities (MPU) a draft Final Report for the project. The draft Final Report shall incorporate the task deliverables prepared during the Study.

Task 10 Deliverable: The Contractor shall prepare a draft Final Report and submit to the Grantee and MPU.

Task 11: Prepare and Submit Final Feasibility Study Report

The Contractor shall prepare and submit the Final Report to the Grantee, the MPU, and USTDA. The Final Report shall incorporate the comments and revisions made by the Grantee and MPU in Task 10 and shall include all work performed under these Terms of Reference ("Final Report"). The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement.

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information or any other information pertaining to National or State Security.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.

Annex II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and the Government of the Republic of Mauritius, acting through the Central Electricity Board ("Client"), dated May 14, 2009 ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the feasibility study ("Study") for the CEB Transmission Grid and Transformer Network Monitoring System Project ("Project") in Mauritius ("Host Country"). Notwithstanding any other provisions of this contract, the following USTDA mandatory contract clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA mandatory contract clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and any contract or subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

All contracts funded under the Grant Agreement, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the contract has been formally approved by USTDA or until the contract conforms to modifications required by USTDA during the contract review process.

(2) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors

from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

D. Recordkeeping and Audit

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the contract term and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

E. U.S. Carriers

(1) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(2) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

F. Workman's Compensation Insurance

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

G. Reporting Requirements

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the Study. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, and fax number. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

H. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant funds will be made only after USTDA approval of this contract. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor a photocopy of an English language version of a signed contract or a final negotiated draft version to the attention of the General Counsel's office at USTDA's address listed in Clause M below.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon receipt by USTDA of an approved Final Report in accordance with the specifications and quantities set forth in Clause I below. Invoicing procedures for all payments are described below.

(3) Contractor Invoice Requirements

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available from USTDA) with the first invoice. The Client shall request disbursement of funds by USTDA to the Contractor for performance of the contract by submitting the following to USTDA:

(a) Contractor's Invoice

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

(i) For a mobilization payment (if any):

"As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(ii) For contract performance milestone payments:

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(iii) For final payment:

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client's approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(b) Client's Approval of the Contractor's Invoice

(i) The invoice for a mobilization payment must be approved in writing by the Client.

(ii) For contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement."

(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client."

(c) USTDA Address for Disbursement Requests

Requests for disbursement shall be submitted by courier or mail to the attention of the Finance Department at USTDA's address listed in Clause M below.

(4) Termination

In the event that the Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for reasonable and documented costs which have been incurred in performing the Terms of Reference prior to termination, as well as reasonable wind down expenses. Reimbursement for such costs shall not exceed the total amount of undisbursed Grant funds. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the reasonable and documented costs incurred in performing the Terms of Reference prior to termination.

I. USTDA Final Report

(I) Definition

"Final Report" shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such "Final Report" is described therein, "Final Report" shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

(a) One (1) complete version of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

(b) One (1) copy of the Final Report suitable for public distribution ("Public Version"). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective equipment and service providers.

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) copy of the Public Version of the Final Report to the Foreign Commercial Service Officer or the Economic Section of the U.S. Embassy in Host Country for informational purposes.

(3) Final Report Presentation

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, USTDA's mailing and delivery addresses. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version." The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version." The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U. S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's mailing and delivery addresses, and USTDA's mission statement. Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

"The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution."

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

J. Modifications

All changes, modifications, assignments or amendments to this contract, including the appendices, shall be made only by written agreement by the parties hereto, subject to written USTDA approval.

K. Study Schedule

(1) Study Completion Date

The completion date for the Study, which is January 1, 2011, is the date by which the parties estimate that the Study will have been completed.

(2) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

L. Business Practices

The Contractor agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a governmental official or private individual) or exercise any undue influence for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the Study. The Client agrees not to receive any such payment. The Contractor and the Client agree that each will require that any agent or representative hired to represent them in connection with the Study will comply with this paragraph and all laws which

apply to activities and obligations of each party under this Contract, including but not limited to those laws and obligations dealing with improper payments as described above.

M. USTDA Address and Fiscal Data

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:

U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

Fiscal Data:

Appropriation No.: 11 9/101001
Activity No.: 2009-11012A
Reservation No.: 2009110013
Grant No.: GH2009110003

N. Definitions

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Grant Agreement.

O. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Client nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

ANNEX 5

Annex I

Terms of Reference

Background:

The Central Electricity Board (CEB) is a parastatal body established under the Ministry of Public Utilities (MPU) to carry out the development of electricity generation, transmission, distribution and sale of electricity in Mauritius. CEB produces around 60% of the country's total power requirements, the remaining 40% being purchased from the bagasse - fueled generators of the island's sugar estates. CEB is now seeking independent power producers to help meet the country's growing demand, and are currently placing a strong emphasis on upgrading their transmission infrastructure and transformer network. With an annual production capacity of 2.35 billion kWh, annual consumption of 2.07 billion kWh, and economic growth rate of 5.4%, the Mauritian power grid is already operating at the edge of its capacity and can expect steady growth in demand as the nation's economy continues to grow. Thus, the CEB is seeking more efficient ways to identify weaknesses and power loss in their transmission system as they work to expand the country's generation capacity.

This system will also allow the Grantee to define modes of operation for the various operating states of the electrical network. These modes are used to adapt the grid's operation to address current conditions, i.e. normal operation, high load operations, and localized outages, as occur during the area's frequent cyclones. The Grantee is seeking a system that will collect data from the multiple substations around the island, integrate systems components, devices and disparate resources, and continuously monitor the grid's operational state compared to established model parameters.

In addition to making recommendations concerning the implementation of a software monitoring system, the Study shall evaluate the current condition of the transmission network with emphasis on substation transformers. This analysis shall provide a basis for planning equipment replacement and upgrades needed to maintain efficient grid operation and expansion to meet growing demands for access to additional power.

Task 1: Obtain and Review Relevant Information Related to the Project

The Contractor shall obtain from the Grantee and review available information and relevant studies of the current electricity distribution system structure, operation, management and operating guidelines, and relevant information concerning the types and state of equipment used in the transmission grid before commencing travel to Mauritius.

Task 1 Deliverable: The Contractor's deliverable shall be a report of any initial observations, findings and recommendations based on the materials reviewed in Task 1. The Task 1 Deliverable shall be included in the Final Report.

Task 2: Prepare Study Plan of Work and Obtain Grantee Agreement

The Contractor shall prepare a Plan of Work for the Study and present it to the Grantee's senior management. The Contractor and the Grantee shall develop a consensus and agreement on the Plan of Work for the Study.

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- The current software monitoring and control system with an emphasis on the system's ability to report data and control fluctuations;
- The cost effectiveness of current power generation sources;
- The cost effectiveness of the current transmission and distribution system;
- The current method for detecting illegal electricity use;
- The current system for monitoring electricity demand and peak loads;
- The current risk management system;
- The current communications system and cost effectiveness of upgrading the communications system with fiber optic cables;
- The need for two way meters for assisting demand management; and
- The current configuration and condition of the grid and grid substations equipment.

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Task 4 Deliverable: The Contractor shall prepare Workshop materials to present to the Grantee, and record the outcome of the Workshop including the agreement reached with the Grantee concerning the proposed design concept. The Task 4 Deliverable shall be included in the Final Report.

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Task 7 Deliverable: The Contractor shall prepare a complete final cost analysis and financial feasibility report and provide it to the Grantee's management. The Task 7 Deliverable shall be included in the Final Report.

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Task 9: Prepare an Preliminary Environmental Impact Assessment for the Project

The Contractor shall prepare a Preliminary Environment Impact Assessment of the Project. This Assessment shall address the potential environmental impacts of the installed monitoring and sensing systems as well as suggest potential mitigation procedures for any negative impacts. The Contractor shall consider factors such as reducing transmission power losses, the effect of more efficient operations on power generation requirements, and the reduction of risks resulting from large-scale equipment failures with an emphasis on substation equipment failures.

Task 9 Deliverable: The Contractor shall prepare a Preliminary Environmental Impact Assessment for Project. The Task 9 Deliverable shall be included in the Final Report.

Task 10: Prepare and Submit Draft Final Feasibility Study Report

The Contractor shall prepare and submit to the Grantee and the Ministry of Public Utilities (MPU) a draft Final Report for the project. The draft Final Report shall incorporate the task deliverables prepared during the Study.

Task 10 Deliverable: The Contractor shall prepare a draft Final Report and submit to the Grantee and MPU.

Task 11: Prepare and Submit Final Feasibility Study Report

The Contractor shall prepare and submit the Final Report to the Grantee, the MPU, and USTDA. The Final Report shall incorporate the comments and revisions made by the Grantee and MPU in Task 10 and shall include all work performed under these Terms of Reference ("Final Report"). The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement.

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information or any other information pertaining to National or State Security.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.

ANNEX 6

COMPANY INFORMATION

A. Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers:
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer).
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).

7. Project Manager's name, address, telephone number, e-mail address and fax number .

B. Offeror's Authorized Negotiator

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

C. Negotiation Prerequisites

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Feasibility Study as proposed and reflect such impact within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

D. Offeror's Representations

Please provide exceptions and/or explanations in the event that any of the following representations cannot be made:

1. Offeror is a corporation *[insert applicable type of entity if not a corporation]* duly organized, validly existing and in good standing under the laws of the State of _____. The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Feasibility Study. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued by the State of _____.

2. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

Signed: _____

Print Name: _____

Title: _____

Date: _____